



## **TERMS AND CONDITIONS**

### **Information**

The terms and conditions that are incorporated in this document, in the conditions reflected in the webpage, in the Offer Proposal document or in the conditions sent via email or telephone by the intermediary agent, (hereinafter, jointly "Terms and Conditions") conform to the will of the parties and express the full and without reservation of the PATIENT to these Terms and Conditions.

The patient declares that he is of legal age and that he has the necessary legal capacity to be bound by these Terms and Conditions which he fully understands and acknowledges.

CANCUN HAIR RESTORATION acts as a provider of services, treatments advertised on our website and as an intermediary for the hiring of transportation and lodging services.

This document is intended to regulate the Terms and Conditions according to which CANCUN HAIR RESTORATION, will provide or make available the services that are identified in the corresponding Bid Proposal (hereinafter also the "Services").

The Terms and Conditions will be considered as contractual legal binding of the personal data provided by the PATIENTS and the price accepted by the PATIENT of the Proposal of Offer of Services.

CANCUN HAIR RESTORATION is your access point to offer you everything you need to do the hair transplant or aesthetic treatments advertised with us. Made by the best specialists and always focused on your specific needs. All the doctors and personnel who intervene and who carry out the treatments, have accreditations of internationally recognized quality and are prepared to offer PATIENTS a satisfactory experience in all areas.

CANCUN HAIR RESTORATION acts as a service provider independent of the services that are limited to those indicated on the website.

We offer transparent information and treat your personal data in accordance with the Law of Personal Data Protection in force. Please carefully read our Privacy Notice.

### **Services offered by CANCUN HAIR RESTORATION and their cost**



CANCUN HAIR RESTORATION, the website [CANCUNHAIRRESTORATION.COM](http://CANCUNHAIRRESTORATION.COM), is a website where PATIENTS can obtain information on hair transplantation, diagnoses, treatments, and hair transplant practices, offering support and providing to PATIENTS who are looking for a specialist for hair transplant.

CANCUN HAIR RESTORATION also provides helpful information on preparing for surgery, required documents, travel advice, etc. We also send all the information to your Email address.

If a PATIENT accepts the hair transplant treatment that we offer or any of the other services offered, CANCUN HAIR RESTORATION accompanies you before, during and after the treatment, provides you with more information about the accommodation, sends the appointment reminders, etc. The services offered by CANCUN HAIR RESTORATION are described in detail on the webpage and in the Offer Proposal.

When the PATIENT signs the contract with CANCUN HAIR RESTORATION this contract is only between the PATIENT and CANCUN HAIR RESTORATION. The same applies to offers of partners or collaborating partners.

### **Additional services**

The additional services defined in the Travel Plan and Steps to reserve section, require registration by the user. Only people over the age of 18 can check in. When requesting "MORE INFORMATION" the PATIENT will receive an email from CANCUN HAIR RESTORATION with the Offer Proposal with these Terms and Conditions and the detail of the service offered. The full final price of the services will be shown to you with its corresponding breakdown in the Offer Proposal, the PATIENT is bound by the contract and has an obligation to pay once the proposal is accepted.

With the acceptance of the Offer Proposal, which in no case is the contracting of the service, the PATIENT authorizes CANCUN HAIR RESTORATION to process and manage as intermediary the offer of travel services, lodging and transportation.

The PATIENT authorizes and consents to CANCUN HAIR RESTORATION transmitting the personal data of the registry and the photographs to the Doctor for his evaluation, as well as to the lenders.



## **Payment Method**

The PATIENT will pay the amount stipulated as an advance payment in the offer proposal directly to CANCUN HAIR RESTORATION, by bank transfer, credit card payment, cash and the day of the operation or application of treatment, will cover the remaining balance.

## **User Rights and Obligations**

### **User Rights**

The PATIENT will have the right to the contracted Service in the terms and conditions agreed in the Offer Proposal and to receive information regarding the development and follow-up of the Hired services.

### **User obligations**

The PATIENT must comply with the payment obligations in the terms and conditions established in the Offer Proposal and to provide the necessary collaboration for the correct provision of the Services, forcing itself to this end, to provide the necessary data that CANCUN HAIR RESTORATION requests.

### **Service Cancellation and Refund Policies**

If for any reason the PATIENT decides to cancel his service or any of the services contracted, he must give notice 15 days in advance of the date of application of the service, being aware that as a penalty for the cancellation of the contracted service(s) With CANCUN HAIR RESTORATION, the advance payment will not be refunded. The same way If the PATIENT makes the cancellation less than 15 days in advance and has already made the full payment of your procedure, CANCUN HAIR RESTORATION will not make any return to the PATIENT.

For cases in which CANCUN HAIR RESTORATION is an intermediary between the PATIENT and a provider, the PATIENT accepts and undertakes that in case of wanting to carry out any modification or cancellation of their contracted services, the USER will adhere to the policies of the service providers where he/she is contracted.

### **Date Change Policies of your Service**

In case that the PATIENT wishes to change the day of their appointment with CANCUN HAIR RESTORATION at no cost to the PATIENT, the PATIENT must contact CANCUN HAIR RESTORATION and make the change request 10 days prior to the date of your service.



In case that the PATIENT wishes to change the day of their appointment with CANCUN HAIR RESTORATION with less than 10 days in advance on the scheduled date, the PATIENT accepts and undertakes to cover the cost of 40% of the total of the procedure for the concept of penalty for date modification.

### **Service Guarantees**

#### **Guarantee, responsibility of CANCUN HAIR RESTORATION**

CANCUN HAIR RESTORATION is governed by legal provisions. CANCUN HAIR RESTORATION undertakes to make every effort to maintain a high level in the compliance with the obligations of the contracted Service, except that due to force major or fortuitous event this is not carried out. CANCUN HAIR RESTORATION acts as independent intermediary in the contracting of travel services, lodging and transportation offered, so that it cannot be held responsible for injuries, illness, damage, loss, accident, theft, death, delay, or any other irregularity derived, directly or indirectly, from the provision of services by the services contracted by the PATIENT and that have been contracted through CANCUN HAIR RESTORATION.

CANCUN HAIR RESTORATION submits an Offer Proposal with the specifications and detail of the Services together with these Terms and Conditions and consequently the PATIENT accepts that it satisfies his needs as a consumer, according to his budget economic and contracted services.

#### **Warranty, responsibility of the Suppliers**

The Provider is responsible to the PATIENTS for the total provision and quality of the services described in the Offer Proposal. CANCUN HAIR RESTORATION, is exonerated of responsibility for any breach in the contracted services and described in the Offer Proposal regarding travel, lodging and transportation.

CANCUN HAIR RESTORATION, does not assume responsibility before the PATIENT in case of force majeure or fortuitous event during the trip (accidents, strikes, earthquakes, climatic conditions, security conditions, political factors, denial of entry permits, health issues, among others).



CANCUN HAIR RESTORATION disclaims responsibility for legal matters or other inconveniences in which the PATIENT may be involved, likewise, against the personal expenses incurred by the PATIENT for this reason.

PATIENT declare to know and accept the conditions of provision of services by CANCUN HAIR RESTORATION that are in the Offer Proposal.

### **Confidentiality Policy**

Without prejudice to the provisions of the applicable legislation, the parties assume the strictest duty of confidentiality regarding the content of the conversations, negotiations, actions related to the purpose of contracting the services, committing not to disclose, nor total or partially its content to third parties without the prior written authorization of the other part.

### **Personal data**

CANCUN HAIR RESTORATION considers the protection and security of personal data of the PATIENT of great importance. CANCUN HAIR RESTORATION is committed to always respecting the regulations in force regarding the protection of personal data. Personal data provided by the PATIENT in the registration form and those provided in the future in under the Bid Proposal, will be included in a personal data file owned by CANCUN HAIR RESTORATION that will process the PATIENTS data for the management of the services detailed on this platform, as well as for sending the newsletter CANCUN HAIR RESTORATION information and commercial information related to its services. The PATIENT may, at any time, exercise their rights of access, rectification, cancellation, and opposition by contacting: [contact@cancunhairrestoration.com](mailto:contact@cancunhairrestoration.com).

Likewise, CANCUN HAIR RESTORATION will treat the data to which it has access according to the instructions of the PATIENT, not applying or using them for purposes other than those established in the Privacy Notice.

The collection of data by CANCUN HAIR RESTORATION is done for the purpose of seek the assistance of a doctor to carry out the hair transplant or any of the treatments offered. We inform you that we will request your collaboration so that the information is as precise as possible, truthful, and complete to better diagnose and treatment. The data requested is necessary, so that if you do not provide it will not be possible to formalize the desired relationship. In case of acting on behalf of minors or incapacitated, you will be asked



to prove said condition, considering the good of the represented. The doctor may request photographs for a better diagnosis and treatment.

Once the service is finished, at the request of the PATIENT, it will destroy or return to the PATIENT all the information to which you have had access, except those data that you must keep blocked when there is a legal provision that requires their conservation.

#### **Applicable Law and Dispute Resolution**

These General Conditions are governed by Mexican law. For interpretation and compliance with the agreements and obligations contained in this instrument, "The Parties" submit to the laws and jurisdiction of the courts of the City of Cancun, Quintana Roo, expressly waiving any other jurisdiction that may correspond to them by reason of their present or future domiciles.

#### **Patient Support**

The PATIENT may contact CANCUN HAIR RESTORATION through the means enabled on your page or by mail to [contact@cancunhairriestoration.com](mailto:contact@cancunhairriestoration.com), as well through the telephone number indicated on the website and in the Bid Proposal to request information about the Services.

#### **Subcontractors**

CANCUN HAIR RESTORATION reserves the right to request contractual services that may be necessary from third parties as agents, without the need for prior consent of the PATIENT.

#### **Transfer of contract**

CANCUN HAIR RESTORATION reserves the right to modify and transfer the contracts existing with the PATIENT with a doctor affiliated with CANCUN HAIR RESTORATION, guaranteeing the same terms and conditions that the PATIENT has accepted.